

**EXHIBIT B**  
**FOREST RESOURCE**  
**INSPECTION AND MAINTENANCE COVENANTS AND AGREEMENT (“AGREEMENT”)**  
**(CATEGORY A)**

1. ***OBLIGATIONS OF THE PARTIES:*** **Frederick County** shall be responsible for planting new forest, maintaining existing forest, and allowing for natural regeneration of vegetation, at its discretion, within the Forest Conservation Area Easement. The Grantor(s), its successors, heirs and assigns, shall be responsible for maintaining and protecting the Forest Conservation in accordance with the provisions of this Exhibit B.

2. ***CORRECTING DEFICIENCIES:*** Upon receipt of notice from Frederick County of any problems or deficiencies in the Forest Conservation Area Easement caused by Grantor’s violation of its responsibilities hereunder, the Grantor(s), its successors, heirs and assigns, will correct problems as directed. If the requested corrections are not made within thirty (30) days, Frederick County may, at its discretion, perform all the necessary work to bring the Forest Conservation Area Easement into compliance with statutory requirements, and the Owners of the land(s) upon which the Forest Conservation Area Easement is located shall be assessed for the cost of the work. If not paid within thirty (30) days, the assessment shall create a lien on the property and may be included in the tax bill for the property or properties on which the Forest Conservation Area Easement is located and collected as taxes by Frederick County.

3. ***INDEMNIFICATION:*** The Grantors shall indemnify and save Frederick County harmless from any and all claims for damages to persons or property arising from the use of the Forest Conservation Area Easement.

4. ***INDIVIDUAL TREE REMOVAL:*** Non-commercial, selective clearing of individual trees that

are less than 30 inches in diameter may occur, provided written permission is obtained in advance from Frederick County. However, the forest easement area(s) shall not be cleared below the “standard forest density” of at least 100 trees per acre with at least 50 percent of those trees having a 2 inch or greater diameter at 4.5 feet above the ground. Hazardous trees or tree limbs may be removed to prevent personal injury or property damage without prior approval.

5. *REMOVAL OF NOXIOUS WEEDS AND EXOTICS*: Noxious weeds, as identified by the Maryland Department of Natural Resources; and exotic or invasive trees and shrubs, listed in the State Forest Conservation Technical Manual, may be removed without regard to the “Standard Forest Density” described in Section #4 above, and the method of removal must be consistent with the limitations contained in this Agreement. It shall be the responsibility of the Frederick County to provide weed control during the first three (3) years following the date of the installation of forest improvements. Thereafter, weed control shall be the responsibility of the Grantor(s), its successors, heirs and assigns.

6. *BRUSH REMOVAL RESTRICTIONS*: Provided that it is outside a floodplain, stream, or floodplain buffer area as defined in the Frederick County Code, brush may be removed from areas within 35’ of a residential dwelling structure or principle structures of a commercial, institutional or industrial use, subject to the restrictions listed in this agreement.

7. *CONDITIONS OF PERMITTED BRUSH REMOVAL*: For areas of existing forest that exceed the standard forest density, understory plant materials (including, but not limited to brush, shrubs, saplings, seedlings, undergrowth, or vines) may be cut down, removed or destroyed, provided that:

- A) their removal does not damage, injure, or kill trees having a 6 inch or greater diameter at 4.5 feet above the ground;
- B) their removal does not create erosion or slope stability problems;
- C) the removal of such understory does not cause the forest easement area(s) to fall below

the required standard forest density as described in Section #5;

D) the forest floor is allowed to continuously regenerate tree and shrub seedlings to create future forest growth, and to continuously support a biological community consistent with typical forest environments and habitats;

E) The shrubs, saplings, and seedlings were not planted as part of a forest establishment or improvement project; and

F) The removal of shrubs, saplings, and seedlings is approved by Frederick County prior to commencement of clearing activities.

8. *SAPLING AND SEEDLING PROTECTION*: For Forest Conservation Area Easements that are below the standard forest density, (such as areas set aside for ‘Natural Regeneration’; or for forested areas that fall below the standard forest density due to natural occurrences, such as fire, pest damage, wind storm, etc.) saplings and seedlings may not be cut down, removed or destroyed until the Forest Conservation Area Easement contains sufficient living trees to meet or exceed the standard forest density.

9. *FENCES*: Fences are permitted along the boundary of the Forest Conservation Area Easement, provided their construction and maintenance can be executed in compliance with the restrictions of this Agreement.- In the event the property is utilized for the grazing of animals, the owner of the property shall install fencing along the boundary of the Forest Conservation Area Easement, sufficient to prevent the animals from entering the Forest Conservation Area Easement.

10. *SUPPLEMENTAL PLANTING*: Grantor may supplement existing (or replace dead) trees or undergrowth with new plantings provided that new plantings are characteristic of trees or undergrowth materials native to Maryland.

11. *ALLOWABLE COMMERCIAL TIMBER CUTTING*: Timber cutting for commercial purposes is

permitted within the Forest Conservation Area Easement, provided that the area of timber cutting is performed in accordance with:

- A) A Forest Management Plan that is:
  - (i) prepared by a licensed professional forester; and
  - (ii) approved by the Maryland Department of Natural Resources forester assigned to Frederick County; and
  - (iii) approved by Frederick County; or
- B) A Timber Harvest Plan that is:
  - (i) consistent with the intent of the Forest Management Plan, and the intent and requirements of the forest conservation plan;
  - (ii) prepared by a licensed professional forester; and
  - (iii) submitted to and approved by the local Forest Conservancy Board; and
  - (iv) approved by Frederick County

12. *HARVESTING/REFORESTATION*: If harvesting performed in accordance with Section 11 above causes the Forest Conservation Area Easement to fall below the standard forest density, the Grantor shall be responsible for reforestation, if natural regeneration is inadequate to provide for the cut area to achieve forested conditions in a timely manner. The posting of a financial guarantee and execution of a forest inspection and maintenance agreement (FIPA) shall be required to cover the costs of the Grantor's obligation under this section. The procedures for executing the FIPA and return of the financial guarantee shall be done in accordance with Section 1-21-25 of the Forest Resource Ordinance.

13. *ADVERTISING RESTRICTIONS*: No posting of any advertisement, sign or billboard within the Forest Conservation Area Easement is permitted.

14. *DUMPING RESTRICTIONS*: No dumping of unsightly or offensive material, including but not

limited to, trash, ashes, sawdust, farm machinery, vehicles, or grass clippings shall occur within the Forest Conservation Area Easement.

15. *FILL AND GRADING RESTRICTIONS*: Construction, excavation, placement of heavy fill, re-grading of the surface, or construction of retaining walls is prohibited, except when done pursuant to a County approved environmental enhancement project (such as stream bank restoration).

16. *MOTORIZED VEHICLE RESTRICTIONS*: No motorized vehicles, such as go-carts, dune buggies, trucks, cars, vans, motorcycles, etc., shall be operated or stored in the Forest Conservation Area Easement, except for those used in periodic maintenance or timber harvesting operations.

17. *UTILITY RESTRICTIONS*: The Forest Conservation Area Easement shall not be used as a site for any major public utility installation including, but not limited to, electric generating plants, electric transmission lines, gas generating plants, gas storage tanks, radio or microwave relay stations, or telephone exchanges.

18. *PREVENTION OF DAMAGE*: All rights reserved by or not prohibited to Grantor(s) shall be exercised so as to prevent or minimize damage to the forest and trees, streams and water quality, plant and wildlife habitats, and the natural topographic character of the Forest Conservation Area Easement.

19. *APPROPRIATE ACCESS*: Grantor(s) will provide appropriate access to, and hereby authorizes Frederick County representatives and agents to enter the property and Forest Conservation Area Easement at reasonable hours for the purpose of making periodic inspections to ascertain compliance with the restrictions, conditions, and easements established herein or to install or maintain forest improvements.

20. *GENERAL PUBLIC RESTRICTIONS*: This Agreement does not convey to the general public the right to enter the property or easement for any purpose. The Agreement does not restrict or enlarge access by the general public in common open space (if any) held under community or homeowner association control beyond any access rights created by the applicable community or homeowner

association covenants and bylaws.

21. *VIOLATIONS*: Upon finding a violation of any of the restrictions, conditions, covenants and easements established by this Agreement, Frederick County shall have the right to enforce such provisions in accordance with any statutory authority (including, if applicable the imposition of civil monetary fines or penalties in amounts and by such means as may be promulgated from time to time). The County may also seek injunctive or other appropriate relief in any Court of competent jurisdiction, including the right to recover damages in an amount sufficient to restore the property to its original state, and Grantor(s) agrees to pay for Court costs and reasonable attorneys' fees if the County prevails in any judicial proceedings.

22. *LEGAL REFERENCES*: Grantor(s) agrees to make specific reference to this Agreement in a separate paragraph of any sales contract, mortgage, subsequent deed, lease or other legal instrument by which any possessory or equitable interest in the property is conveyed.

23. *ENFORCEMENT FAILURE*: Failure on the part of Frederick County to enforce any covenant or provision herein shall not constitute a waiver of Frederick County's right to enforce any covenant within this Agreement.

24. *WRITTEN NOTICES*: All written notices required by this Agreement shall be sent to the Director, Division of Permitting and Development Review, 30 North Market Street, Frederick, Maryland 21701.

25. Should the Grantor(s), its successors, heirs and assigns, desire to release all or a portion of the Forest Conservation Area Easement, the request shall be made in writing to the Director, Division of Permitting and Development Review, 30 North Market Street, Frederick, Maryland 21701 in a format acceptable to the County. The Grantees reserve the right to approve or deny the release request. In the event the Grantees agree to approve the release request, the Grantor(s), its successors, heirs and assigns,

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shall be required to pay into the Forest Resource Ordinance Fee-in-Lieu fund an amount equal to the pro rata purchase price of the easement, plus the pro rata expenses incurred by the County for forest improvements made in the Forest Conservation Area Easement, including but not limited to tree planting, maintenance, protection devices, settlement costs, surveying costs, legal fees, and County administrative costs.

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